

Exhibit 1-L

Compliance and Ethics Support Services

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 2112020 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C47 (formerly 4400011341) dated 1/17/2018 (the "MSA") between the below-named Contractor ("Contractor"), A Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers LLP	Total Number of Pages: 7
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Contractor's Address:	300 Madison Avenue New York, NY 10017
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Project Name:	Compliance & Ethics Support
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Job Location:	PG&E Approved Locations
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WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

The services described in the attached, which will be performed collaboratively with PG&E, will support the enterprise Compliance & Ethics ("C&E") team with a variety of initiatives.

1. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Contract Work Authorization - Compliance and Ethics Support, 3-7

CWA TERM: This CWA is effective upon signature by both parties and expires on 6/30/2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 6/30/2020.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: not exceed \$530,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSE COOPERS LLP	
Signature		Signature	
Name	Cliff Gleicher	Name	Kristin Rivera
Title	Partner Title Sr. Director, Compliance-Ethics	Title	Partner
Date	2/14/2020	Date	2/14/2020



ADMINISTRATION			
PG&E Negotiator	Jennifer Andrews	Contractor Represent	
Phone	415-973-2357	Phone	
Email	Jennifer.andrews@pge.com	Email	
Accounting Reference		Order Number (for invoices): 3021537	
PG&E Work Supervisor:		Cliff Gleicher	Phone:
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY		Send ORIGINAL Invoice to:	Invoices should be sent to PG&E Law Department Finance Group, P. O. Box 7133, San Francisco, CA 94120 or emailed to GenICnsLawPaymentProcessingGroup@pge.com.
			For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay .
*Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.			

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO		<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor		<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver		<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.		<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director		<input type="checkbox"/> Law

**Contract Work Authorization****Compliance and Ethics Support**

This Contract Work Authorization ("CWA") is entered into by and between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") and shall be governed by the MSA C74, as amended (the "Agreement"), between PwC and PG&E and dated January 17, 2018. Notwithstanding the termination or expiration of the Agreement during the term of this CWA, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the Agreement, which are incorporated herein by reference.

Overview

This CWA covers the following PwC Services, which will be performed collaboratively with PG&E. The role will support the enterprise Compliance & Ethics ("C&E") team with a variety of initiatives, which may include:

- Assisting with preparation for and facilitation of C&E governance meetings, including CELT and &E Liaisons meetings.
- Assisting to send monthly Compliance & Ethics certification requests to Lines of Business ("LOBs") and performing initial compilation and preliminary reviews of responses.
- Assisting with controls testing performed by C&E, reviewing controls documentation, and drafting controls testing results.
- Preparing for C&E's department Maturity Model Assessment (e.g., organizing evidence).
- Assisting with review of LOB-prepared inventories of laws and regulations, controls, and other compliance management information (identifying duplicates, gaps, etc.).
- Assisting with development of reports/presentation materials for various levels of management.
- Assisting with development and presentation of materials for educating employees and leaders to support organization-wide awareness of compliance and ethics leading practices.
- Assisting with development and delivery of multi-mode communications;
- Assist other compliance- and ethics-related projects and activities, as mutually agreed.

Deliverables, Milestones and Acceptance

1. Deliverables and/or supporting documentation will be prepared in draft in conjunction with PG&E's C&E Department, will be presented in a non-PwC branded format, and will be treated solely as PG&E's own property. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.



Any scope changes to Deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as needed.

Anticipated Timeframe, Project Schedule

The engagement will have an estimated end date of June 30, 2020. An extension of the expiration date may be authorized in writing in the form of a CWA change order executed by both parties.

Team/Resource Description

The key PwC team members and roles are described below:

Kristin Rivera, Partner, will provide PwC project oversight and guidance, facilitate the availability of appropriate PwC resources, and provide strategic project advice and perspectives to PG&E on potential enhancement opportunities.

PwC will provide additional team members and compliance subject matter specialists ("SMSs"), as needed, to perform the activities and provide the Deliverables described herein, or as requested, to address the criteria for the Deliverables, as specified by PG&E.

Key Assumptions

- The fixed fee negotiated in this CWA is based on the assumption that up to two resources at an Associate and/ or Senior Associate level will work 40 hours a week, supported with Partner oversight
- This project will be conducted with PG&E's active participation and supervision. PwC will work closely with the designated PG&E Work Supervisor lead and expects to transition the PwC activities to designated internal PG&E resources through the anticipated period of performance of this CWA. The timeline and level of effort for conducting interviews and preparing Deliverables is based on the cooperation and availability of PG&E Sub-LOBs stakeholders and C&E.
- Any scope changes to Deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as necessary.
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, will discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties will generate and execute a mutually agreed-to CWA Change Order in compliance with PG&E Sourcing policies, forms, and processes. A CWA Change Order will outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change.
- PG&E is solely responsible for its E&C compliance requirements and procedures. PwC is not being engaged to provide guidance on E&C compliance requirements and/or related content.

PG&E Role and Responsibilities

During the term of the Services, PwC will work in collaboration with and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss project status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables for the Services, PwC's resource utilization and staffing mix, and any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

Fees and Expenses

62-4229 CWA (9/26/11)

Sourcing

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The total fixed fees and expenses for the Work covered by this CWA shall not exceed \$ 530,000 without prior written authorization in the form of a CWA Change Order signed by both parties. The weekly fees associated with different resourcing models is as follows:

Resource	Fees per week (USD) per resource
Associate	9,304
Senior Associate	12,375

While Consultant does not anticipate any expenses, reimbursable expenses shall conform to the Agreement requirements and not exceed ten (10) percent of the total fee amount. This amount will be invoiced every 4 weeks depending on the resourcing model, plus any reimbursable expenses as agreed herein.

Work Location(s)

The Work will be conducted primarily from PG&E's Corporate Headquarters in San Francisco, CA.

Other Items

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services we provide, non-CPA owners may be involved in providing services to you now or in the future.

PG&E shall indemnify and hold PwC harmless from and against any and all third-party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to meet with PG&E's monitor and/or a regulator with respect to services PwC performed for PG&E ("Monitor/Regulatory Meetings"), PwC's role will be limited to providing fact-based responses regarding the Services PwC performed as described in our Deliverable(s). Should the monitor and/or regulator have any questions regarding the Services, PwC will provide factual clarifications as needed. PG&E will respond to other questions from the regulator and/or the monitor as required.

PG&E will allow PwC to review the content of PG&E-prepared materials to be used during the Monitor/ Regulatory Meetings that relate to the PwC Services in advance of the Monitor/ Regulatory Meetings. As per PwC protocol, PwC will have two PwC partners attend meetings with a monitor and/or regulator when PwC's attendance is requested. PG&E will allow PwC to review the content of PG&E-prepared materials to be used during the Monitor/ Regulatory Meetings that relate to the PwC Services in advance of the Monitor/ Regulatory Meetings. As per PwC protocol, PwC will have two PwC partners attend meetings with a monitor and/or regulator when PwC's attendance is requested.



PG&E will be solely responsible for any and all communications required with PG&E's regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for

PwC's and its counsels' expenses and professional time incurred in responding to such a request.

While PwC may be asked to comment on matters that relate to, or derive from, laws or regulations, our advice and analysis will be based on our experience with industry practice and procedures in complying with such laws and regulations. Such advice or analysis will not constitute legal advice or opinion. PwC is not providing legal advice or legal opinions in this engagement, including determining whether PG&E's policies and programs result in PG&E being "in compliance with" applicable laws, rules and regulations, which is a legal conclusion. PG&E should obtain such advice or opinions from its attorneys.

Each of the parties has caused this CWA to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

Pacific Gas and Electric Company

By:


KRivera

Name/Title: Kristin Rivera, Partner

By: 

Name/Title: Cliff Gleicher,
Sr. Director, Compliance-Ethics

Date:

2/14/2020

Date:

2/14/2020



Appendix A
Resource Sheet

Resource	Start Feb 10, 2020	March	April	May	End June 30, 2020
Kristin Rivera					
Senior Associate/Associate 1					
Senior Associate/Associate 2					

Indicates the resource will be
on the project

